



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



February 28, 2023

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

52 February 28, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER EIGHT TO EXTEND
AGREEMENT NUMBER 78034 WITH SENTINEL OFFENDER SERVICES, LLC
TO PROVIDE CONTINUED LOS ANGELES COUNTY
OFFENDER MONITORING SYSTEM SERVICES
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval from the Board to execute Sole Source Amendment Number Eight (Amendment) to extend Agreement Number 78034 (Agreement) with Sentinel Offender Services, LLC (Sentinel) for continued electronic monitoring services (Services).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute the attached Amendment to the Agreement with Sentinel to extend the term of the Agreement for one year, from March 10, 2023, through March 9, 2024, plus a six-month option term in any increment.
2. Delegate authority to the Sheriff, or his designee, to execute the option term provided, which is in the best interest of the County.

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3. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice once the Department has completed the solicitation process for a successor contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Offender Monitoring System (LACOMS) services are essential to the Department's public safety mission. LACOMS operates under a service bureau delivery model thereby eliminating the need for a County owned information technology infrastructure requiring maintenance and support services. Instead, Department users access LACOMS via a dedicated internet connection. Sentinel is the sole proprietor of LACOMS services. Sentinel does not license, certify, or otherwise endorse any third party to deliver its proprietary services to its customers.

The number of inmates released with electronic monitoring has decreased over the past several years, in part due to the decrease in the percentage of sentence time inmates are required to serve in the County jail system. In 2022, 389 inmates chose to be released from custody with electronic monitoring. The Department anticipates a similar number for 2023.

The current Agreement expires on March 9, 2023. Approval of the recommended actions will allow the Department to complete the solicitation process for a successor contract and continue to use electronic monitoring services to manage cost and risk by releasing participants into the program.

Implementation of Strategic Plan Goals

The Services provided under this Agreement support the County's Strategic Plan, Goal I.3 – Reform Service Delivery Within Our Justice Systems: Provide rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The estimated cost of the proposed Amendment, including the six-month option period, is \$210,000. The Department intends to utilize its AB109 allocation to fund the proposed extension. While this is an eligible AB109 expense that will be included in the Department's AB109 quarterly claims, should there be insufficient AB109 funds to cover all of the claimed expenses, any costs related to this Agreement that cannot be funded with available AB109 revenue will be absorbed by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 9, 2008, the Board instructed the Department and the County's Probation Department (Probation) to serve as correctional co-administrators of the County's electronic monitoring program services.

On February 3, 2009, the Board approved a modification to Agreement Number 76708 between Probation and Sentinel to allow the Department to access Sentinel's services. The Department utilized Agreement 76708 while developing its own solicitation and awaiting approval of the subject Agreement.

On September 10, 2013, following a competitive solicitation, the Board approved Agreement Number 78034 with an initial term of three years from September 10, 2013, through September 9, 2016, plus two additional one-year option periods and one six-month option period.

On February 12, 2019, the Board approved Amendment Number Four to extend the Agreement for one year, from March 10, 2019, through March 9, 2020, plus an option term of up to 12 months.

On February 23, 2021, the Board delegated authority to the Sheriff to execute Amendment Number Six to extend the Agreement for one year, from March 10, 2021, through March 9, 2022, plus an option term of up to 12 months.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) has reviewed this Board letter and recommends approval of Amendment Number Eight. The OCIO determined that because this recommended action does not include new technology-related matters, no formal CIO Analysis is required. The CIO completed a formal analysis in August 2013 for the initial Agreement.

The Amendment has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On September 21, 2022, pursuant to Board Policy 5.100, the Department provided the Board with notification of its intent to enter into negotiations for a sole source Amendment to extend the term of the Agreement.

The Department has finalized the technical requirements and expects to release a solicitation for a successor contract by the end of spring 2023.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued delivery of services delivery while the Department completes the solicitation process for a successor contract.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Luna".

ROBERT G. LUNA
SHERIFF

Reviewed by:

A handwritten signature in blue ink, appearing to read "Peter Loo".

PETER LOO
ACTING CHIEF INFORMATION OFFICER

**AMENDMENT NUMBER EIGHT
TO
AGREEMENT NUMBER 78034
FOR THE LOS ANGELES COUNTY OFFENDER MONITORING SYSTEM**

This Amendment Number Eight (Amendment) to Agreement Number 78034 (Agreement) is entered into by and between the County of Los Angeles (County) and Sentinel Offender Services, LLC (Contractor), effective upon execution by both parties.

- A. WHEREAS, on September 10, 2013, County and Contractor entered into the Agreement to provide the Los Angeles County Offender Monitoring System and related services for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, the Agreement had an Initial Term commencing on September 10, 2013, terminating on September 9, 2016, and two (2) additional one-year option periods plus one six-month option period; and
- C. WHEREAS, on August 18, 2016, County and Contractor entered into Amendment Number One to (1) exercise the first one-year option term and extend the term of the Agreement from September 10, 2016, through and including September 9, 2017, (2) revise the County-mandated provision regarding Consideration of Hiring GAIN-GROW Participants, and (3) add the County-mandated provision regarding Time Off for Voting; and
- D. WHEREAS, on September 7, 2017, County and Contractor entered into Amendment Number Two to (1) exercise the second one-year option term and extend the term of the Agreement from September 10, 2017, through and including September 9, 2018, (2) update the County-mandated provisions regarding County's Quality Assurance Plan, and the Safely Surrendered Baby Law, and (3) add the County-mandated provision regarding Compliance with County's Zero Tolerance Policy on Human Trafficking; and
- E. WHEREAS, on August 28, 2018, County and Contractor entered into Amendment Number Three to (1) exercise the six-month option term and extend the term of the Agreement from September 10, 2018, through and including March 9, 2019, (2) update the County-mandated provisions regarding Consideration of Hiring GAIN/GROW Participants and Assignment by Contractor, and (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity; and

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- F. WHEREAS, on February 12, 2019, County and Contractor entered into Amendment Number Four to extend the term of the Agreement for an additional one-year period from March 10, 2019, through March 9, 2020, plus an option term of up to 12 months in any increment; and
- G. WHEREAS, on February 17, 2020, County and Contractor entered into Amendment Number Five to (1) exercise the final 12-month option term and extend the term of the Agreement from March 10, 2020, through March 9, 2021, and (2) update the County-mandated provision regarding Insurance Coverage; and
- H. WHEREAS, on March 1, 2021, County and Contractor entered into Amendment Number Six to (1) extend the term of the Agreement for an additional one-year period from March 10, 2021, through March 9, 2022, plus a 12-month option term in any increment, (2) update Exhibit C (Pricing Sheet) and (3) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and
- I. WHEREAS, on November 17, 2021, County and Contractor entered into Amendment Number Seven to (1) exercise the final 12-month option term and extend the term of the Agreement from March 10, 2022, through March 9, 2023, (2) update the County-mandated provisions regarding Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List, and Facsimile, (3) add Exhibit M (Information Security and Privacy Requirements) to the Agreement, and (4) update Paragraph 1.2 (Interpretation) of the Agreement; and
- J. WHEREAS, the Agreement currently expires on March 9, 2023; and
- K. WHEREAS, County and Contractor agree to (1) extend the term of the Agreement for one year, from March 10, 2023, through and including March 9, 2024, with an option to extend for up to six additional months in any increment, (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Safely Surrendered Baby Law, and Compliance with Fair Chance Employment Practices, and (3) add the County-mandated provision regarding Injury and Illness Prevention Program.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

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1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement for one year from March 10, 2023, through and including March 9, 2024, plus a six-month option term in any increment:

7. TERM

- 7.1 The Term of this Agreement shall commence September 10, 2013, and shall expire March 9, 2024, unless sooner extended or terminated, either in whole or in part, as provided in this Agreement.
 - 7.2 The County has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of this Agreement Term, to extend the Term of this Agreement for up to six months in any increment. Any such option Term extensions shall be in the form of a written Amendment pursuant to Paragraph 6.4 above.
 - 7.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise an Agreement option Term extension.
 - 7.4 Contractor shall notify the Department when this Agreement is within six months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1.
2. Section 39.0 (Assignment and Delegation/Mergers or Acquisitions) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

39.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 39.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual

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acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.

- 39.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under the Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Agreement, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 39.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. Section 49.0 (Safely Surrendered Baby Law) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the campaign material website link:

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G

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(Safely Surrendered Baby Law) of this Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

49.2 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law) of the Agreement, in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

4. Section 67.0 (Compliance with Fair Chance Employment Hiring Practices) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision:

67.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its Subcontractors, shall comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

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5. Section 70.0 (Injury and Illness Prevention Program) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provision:

70.0 INJURY AND ILLNESS PREVENTION PROGRAM

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

6. Except as expressly provided in this Amendment, all other provisions, terms, covenants, and conditions of the Agreement shall remain the same and in full force and effect.
7. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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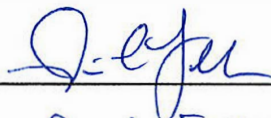
IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Eight to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

SENTINEL OFFENDER SERVICES, LLC

By: _____


Printed: _____
Dennis Fuller

Title: _____
CFO

Date: _____
02/08/2023

APPROVED AS TO FORM:
DAWYN R. HARRISON
Interim County Counsel

By: _____
Michele Jackson
Michele Jackson
Principal Deputy County Counsel